

SECTION H

SPECIAL CONTRACT REQUIREMENTS

1. CONTINUITY OF SERVICES

- A. **Transition** - The successful Contractor recognizes that the services and supplies under this contract are vital to the Government and must be continued with minimum interruption. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. **Phase-Out Plan** - The Contractor shall, upon the Contracting Officer's written notice, (1) prepare a phase-out plan for up to 90 calendar days after the contract expires; and (2) negotiate in good faith a plan to determine the nature and extent of the phase-out services required. The plan shall specify a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

Also refer to Section I, FAR Clause 52.237-3, Continuity of Services.

2. ORGANIZATIONAL CONFLICTS OF INTEREST (NPS 1489.209-71) (APR 1984)

- A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award and did not disclose or misrepresent relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from contracting, or pursue such other remedies as may be permitted by law or this contract.
- D. The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this Paragraph D.

3. **PAPERWORK REDUCTION ACT**
(NPS 1489.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from 10 or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management of Budget (OMB) final clearance was received.

4. **COST OF PROPOSAL PREPARATION**

This RFP does not commit the Government to pay any costs incurred for the preparation of proposals or for necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services described herein. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

5. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and costs whatsoever, of any kind and nature, for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of performance of work under the terms of the contract.

6. **EMPLOYMENT OF ILLEGAL ALIENS**

In accordance with the Immigration and Reform Control Act of 1986 (IRCA), 8 USC 1101 (as amended), Immigration and Nationality Act, Section 274A, and subject to existing laws, regulations, Executive Orders, and other provisions of this contract, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or its subcontractors, to work for, under, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.